

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF MARYLAND
3 Northern Division

4 CAYLA E. WYATT
5 353 Sunridge Drive
6 Buffalo, New York 14228

7 Plaintiff,

8 vs.

CASE NUMBER:

9 SCOTT ALLEN HAGGERTY
10 60 Carson Avenue
11 Hanover, Pennsylvania 17331

12 and

13 HAGGERTY & SONS, LLC
14 60 Carson Avenue
15 Hanover, Pennsylvania 17331

16 SERVE ON:

17 Scott Allen Haggerty
18 60 Carson Avenue
19 Hanover, Pennsylvania 17331

20 and

21 GEICO
22 P.O Box 9507
23 Fredericksburg, Virginia 22403

24 SERVE ON:

25 Kathleen A. Birrane
26 Insurance Commissioner
27 200 St. Paul Place
28 Suite 2700
29 Baltimore, Maryland 21202

30 Defendants.

COMPLAINT

Plaintiff Cayla E. Wyatt by and through her attorney, David A. Harak and The Harak Law Firm, LLC sue the above-named Defendants and in support thereof states the following:

PARTIES

1. At all times herein mentioned, Plaintiff Cayla E. Wyatt is an adult citizen of the State of New York who resides at 353 Sunridge Drive, Buffalo, New York 14228.

2. At all times herein mentioned, Defendant Scott Allen Haggerty is an adult citizen of the Commonwealth of Pennsylvania residing at 60 Carson Avenue, Hanover, Pennsylvania 17331 on the day of the occurrence that is the basis of this lawsuit.

3. At all times herein mentioned, Defendant Haggerty & Sons, LLC was and is a Pennsylvania corporation who is actively registered to do business in the State of Maryland and operates throughout the state including in Montgomery County.

4. At all times herein mentioned, Defendant Scott Allen Haggerty was acting as an agent and/or employee of Defendant Haggerty & Sons, LLC with its expressed permission and to its direct and/or indirect benefit.

5. At all times herein mentioned, Defendant GEICO (NAIC# 35882) is an insurer that is licensed to solicit, sell and deliver insurance throughout the State of Maryland, including Montgomery County, and engages in those activities

JURISDICTION OF CLAIM AND VENUE

6. This Honorable Court has jurisdiction pursuant to 28 U.S.C. § 1332 based upon complete diversity of citizenship of the parties to the causes of action which are for

an amount that exceeds Seventy-Five Thousand Dollars (\$75,000.00) exclusive of pre-judgement and post-judgment interest, costs, and attorney fees.

7. Venue lies in the United States District Court for the District of Maryland Northern Division pursuant to 28 U.S.C. § 1391 because it is the judicial district and division in which a substantial part of the events or omissions giving rise to the claim occurred.

FACTS

8. Plaintiff Cayla E. Wyatt, individually realleges and incorporates by reference paragraphs one through three into this count as though fully set forth herein, and further alleges that at all times herein mentioned Defendant Scott Allen Haggerty was driving a 2016 Chevrolet Express Van with the permission of defendant and owner Haggerty & Sons, LLC.

9. Plaintiff Cayla E. Wyatt further alleges that all times herein mentioned she was driving a 2010 Ford Focus.

10. On or about May 17, 2019, at approximately 7:15 a.m., Plaintiff Cayla E. Wyatt was lawfully traveling in Lane 1 on the Inner Loop on Interstate 495 (Capital Beltway) in Montgomery County, Maryland.

11. At the same time and place, Defendant Scott Allen Haggerty was driving a 2016 Chevrolet Express Van was traveling in Lane 2 on the Outer Loop of Interstate 495 (Capital Beltway) when he negligently crossed the emergency vehicle crossover, proceeded into the oncoming lanes of traffic on the Inner Loop of Interstate 495 (Capital

Beltway) and violently collided into Plaintiff Cayla E. Wyatt's vehicle causing her vehicle to catch fire and sustain damage and causing her to sustain serious personal injuries.

12. At the time of the collision, Plaintiff Cayla Wyatt was covered under an insurance policy that she paid valuable consideration for and was issued to her by GEICO (NAIC# 35882) with policy number: 4568732244.

COUNT I
Plaintiff Cayla E. Wyatt
(Negligence – Defendant Scott Allen Haggerty)

13. Plaintiff Cayla E. Wyatt individually realleges and incorporates by reference paragraphs one through eleven into this count as though fully set forth herein, and further alleges that Defendant Scott Allen Haggerty was negligent in the operation of his motor vehicle in: failing to keep a proper lookout; failing to pay full time and attention to the operation of his motor vehicle; failing to maintain proper control of his vehicle; failing to control proper speed of his vehicle; failing to drive at a safe speed for the conditions; failing to maintain a safe distance between his vehicle and another vehicle; failing to lawfully stop without striking a vehicle when compelled to do so; failing to stay in his lawful lane of travel; unlawfully crossing through a break in the jersey wall of the highway; unlawfully driving in the wrong direction of a highway; and in otherwise violating the motor vehicle laws of the State of Maryland.

14. As a direct and proximate result of Defendant Scott Allen Haggerty's negligent operation of the aforementioned vehicle on May 17, 2019, Plaintiff Cayla E. Wyatt has suffered and will continue to suffer: a great deal of physical and emotional pain; severe shocks to her nerves and nervous system; great mental anguish; has lost her former state

of physical and mental well-being; missed work; incurred a loss of earning capacity; lost wages and salary; and has incurred property damage to her vehicle.

15. As a further direct and proximate result of Defendant Scott Allen Haggerty's negligent driving of the aforementioned vehicle on May 17, 2019, Plaintiff Cayla E. Wyatt sustained serious, painful and permanent injuries, including but not limited to her head, face, nose, neck, spine, chest, left forearm, left knee and right knee that have prevented and will continue to prevent her from pursuing her usual and normal activities.

16. As a further direct and proximate result of Defendant Scott Allen Haggerty's negligent operation of his vehicle on May 17, 2019, Plaintiff Cayla E. Wyatt required and may in the future require hospital and medical care including but not limited to physical therapy for which she has incurred and may in the future further incur expense.

WHEREFORE, Plaintiff Cayla Wyatt seeks damages and demands judgment against Defendant Scott Allen Haggerty in excess of Seventy-Five Thousand Dollars (\$75,000.00) in compensatory damages, plus pre-judgement and post-judgement interest, and costs as provided by law.

COUNT II

Plaintiff Cayla Wyatt
**(Imputed Negligence/Respondent Superior –
Defendant Haggerty & Sons, LLC)**

17. Plaintiff Cayla Wyatt, individually realleges and incorporates by reference paragraphs one through fifteen into this count as though fully set forth herein, and further alleges that at all times of which she complains, Defendant Scott Allen Haggerty was driving a 2016 Chevrolet Express Van with the permission of Defendant and owner Haggerty & Sons, LLC.

1 18. Plaintiff Cayla Wyatt further alleges that at all times pertinent Defendant
2 Scott Allen Haggerty was an agent and/or employer of Defendant Haggerty & Sons, LLC
3 acting within the scope of his agency and/or employment and to the direct benefit of his
4 respective principal and/or employer, Defendant Haggerty & Sons, LLC.
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6 19. Plaintiff Cayla Wyatt alleges that Defendant Haggerty & Sons, LLC's agent
7 and/or employee, Defendant Scott Allen Haggerty was negligent in the operation of the
8 aforementioned motor vehicle in: failing to keep a proper lookout; failing to pay full time and
9 attention to the operation of his motor vehicle; failing to maintain proper control of his vehicle;
10 failing to control proper speed of his vehicle; failing to drive at a safe speed for the conditions;
11 failing to maintain a safe distance between his vehicle and another vehicle; failing to lawfully
12 stop without striking a vehicle when compelled to do so; failing to stay in his lawful lane of
13 travel; unlawfully crossing through a break in the jersey wall of the highway; unlawfully
14 driving in the wrong direction of a highway; and in otherwise violating the motor vehicle laws
15 of the State of Maryland.
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17 20. As a direct and proximate result of Defendant Scott Allen Haggerty's
18 negligent operation of the aforementioned vehicle on May 17, 2019, Plaintiff Cayla
19 Wyatt has suffered and will continue to suffer a great deal of physical and emotional
20 pain, severe shocks to her nerves and nervous system and great mental anguish; has
21 lost her former state of physical and mental well-being; has incurred and may incur in
22 the future otherwise unnecessary medical care and expenses; has missed work; and
23 has lost wages and salary and may continue to do so in the future.
24

25 21. As a further direct and proximate cause and result of Defendant Scott Allen
26 Haggerty's negligence, Plaintiff Cayla Wyatt sustained serious, painful, and permanent

injuries that have prevented and will continue to prevent her from pursuing her usual and normal activities.

22. At all times herein pertinent, Plaintiff Cayla Wyatt exercised due and reasonable care for her own safety and did not cause or otherwise contribute to the occurrence or injuries set forth herein.

23. As the principal and/or employer of Defendant Scott Allen Haggerty, Defendant Haggerty & Sons, LLC is responsible for all negligent acts committed by him as well as the injuries that Plaintiff Cayla Wyatt sustained as a direct and proximate result of these negligent acts.

WHEREFORE, Plaintiff Cayla Wyatt seeks damages and demands judgment against Defendant Haggerty & Sons, LLC in excess of Seventy-Five Thousand Dollars (\$75,000.00) in compensatory damages, plus pre-judgement and post-judgement interest, and costs as provided by law.

COUNT III
Plaintiff Cayla Wyatt
(Negligent Entrustment – Defendant Haggerty & Sons, LLC)

24. Plaintiff Cayla Wyatt individually realleges and incorporates by reference paragraphs one through twenty-two into this count as though fully set forth herein, and further alleges that the Defendant Haggerty & Sons, LLC knew or should have known that Defendant Scott Allen Haggerty was likely to pose an unreasonable risk of serious harm to others when entrusted with a motor vehicle because of Defendant Scott Allen Haggerty's negligent, reckless, incompetent, unlawful and/or dangerous driving history.

25. Plaintiff Cayla Wyatt alleges that Defendant Haggerty & Sons, LLC owed her a duty to entrust the aforementioned 2016 Chevrolet Express Van only to such drivers

as it had reason to believe would operate the vehicle in a reasonable and competent manner and had a further duty not to entrust said vehicle to any person it knew or should have known was likely to operate the vehicle in a negligent, reckless, incompetent, unlawful and/or dangerous manner.

26. Defendant Haggerty & Sons, LLC breached each of the aforementioned duties to Plaintiff Cayla Wyatt by entrusting Defendant Scott Allen Haggerty to operate the aforementioned 2016 Chevrolet Express Van on May 17, 2019, although it knew or should have known that Defendant Scott Allen Haggerty was likely to operate the vehicle in a negligent, reckless, incompetent, unlawful and/or dangerous manner.

27. At all times herein pertinent, Plaintiff Cayla Wyatt exercised due and reasonable care for her own safety and did not cause or otherwise contribute to the occurrence or injuries set forth herein.

WHEREFORE, Plaintiff Cayla Wyatt seeks damages and demands judgment against Defendant Haggerty & Sons, LLC in excess of Seventy-Five Thousand Dollars (\$75,000.00) in compensatory damages, plus pre-judgement and post-judgement interest, and costs as provided by law.

**IN THE ALTERNATIVE
COUNT IV**

**(Uninsured Motorist Coverage – Breach of Insurance Contract-
Defendant GEICO (NAIC# 35882))**

28. Plaintiff Cayla Wyatt individually realleges and incorporates by reference paragraphs one through twenty-six into this count as though fully set forth herein, and further alleges that after being presented with a claim for the injuries and damages that Plaintiff Cayla Wyatt suffered as a result of the aforementioned collision; Allstate

1 Insurance Company, the acknowledged insurer of the 2016 Chevrolet Express Van that
2 struck Plaintiff Cayla Wyatt on May 17, 2019, has denied coverage and in doing so
3 claims another unknown driver's negligence was a cause of the collision that forms the
4 basis of this complaint.

5 29. After being paid valuable consideration in the form of premiums, by
6 Plaintiff Cayla Wyatt, Defendant GEICO (NAIC# 35882) agreed and obligated itself to
7 provide uninsured and underinsured motorist coverage under policy number:
8 4568732244 for Plaintiff Cayla Wyatt when she was a driver and/or passengers of the
9 named vehicles in the policy as well as other motor vehicles, in the event that she was
10 injured by the motor vehicle of another driver, who in the operation of his or her motor
11 vehicle was negligent and did not have insurance and/or adequate insurance to cover
12 the injuries and damage that were caused by this negligence.
13

14 30. Plaintiff Cayla Wyatt was the driver of a 2010 Ford Focus when she was
15 struck by a 2016 Chevrolet Express Van on May 17, 2019, whose driver, Defendant
16 Scott Allen Haggerty, has claimed that another unknown driver's negligence was a
17 cause of the collision that forms the basis of this complaint.
18

19 31. Since Defendant Scott Allen Haggerty has alleged that an unknown driver
20 was a cause of the collision that forms the basis of this claim, Plaintiff Cayla Wyatt is
21 entitled to the uninsured and/or underinsured coverage that she paid valuable
22 consideration for to Defendant GEICO (NAIC# 35882) under automobile insurance
23 policy number: 4568732244 to compensate her for the injuries and damages that she
24 sustained as a result of the occurrence of this collision.
25

32. Since Defendant Scott Allen Haggerty's insurer has denied liability for the collision that forms the basis of this claim, Plaintiff Cayla Wyatt is entitled to the uninsured and/or underinsured coverage that she paid valuable consideration for to Defendant GEICO (NAIC# 35882) under automobile insurance policy number: 4568732244 to compensate her for the injuries and damages that she sustained as a result of the occurrence of this collision.

33. Upon demand, Defendant GEICO (NAIC# 35882) has failed to pay Plaintiff Cayla Wyatt sums which she is due under its policy; and therefore, has breached the duties it owes her under the terms and coverages of its insurance policy.

WHEREFORE, Plaintiff Cayla Wyatt claims as damages from GEICO (NAIC# 35882) all sums that she is entitled to recover as compensatory damages from the above referenced injury. Plaintiff claims damages in excess of Seventy-Five Thousand Dollars (\$75,000.00) and seeks judgment for these damages plus interest and costs.

Respectfully submitted,

THE HARAK LAW FIRM, LLC

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1
2 ELECTION FOR JURY TRIAL
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4 Plaintiff hereby elects for trial by Jury.
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David A. Harak